

SECTION I

Table of Contents

<u>PARA</u>	<u>TITLE</u>	<u>PAGE</u>
1	Clauses Incorporated by Reference	655
2.	252.203-9 Requirement for Certificate of Procurement Integrity Modification	658
3	52.252-2 Clauses Incorporated by Reference	659
4	52.252-6 Authorized Deviations in Clauses	660
5	252.225-7008 Supplies to be Accorded Duty-Free Entry	660
6	252.247-7023 Transportation of Supplies by Sea	660
6A	252.247-7024 Notification of Transportation of Supplies by Sea	663
7	52.204-9000 Notification of Government Security Activity	663
8	52.204-9001 Visitor Group Security Agreements	663
9	52.223-9004 Safety and Accident Prevention	664

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PART II CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I1 Clauses Incorporated by Reference.

<u>FAR NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	Definitions	SEP 1991
52.203-1	Officials Not To Benefit	APR 1984
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1985
52.203-7	Anti-Kickback Procedures	OCT 1988
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	SEP 1990
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JAN 1990
52.204-2	Security Requirements	APR 1984
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 1991
52.210-5	New Material	APR 1984
52.210-7	Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property	APR 1984
52.212-8	Defense Priority and Allocation Requirements (See Paragraph H24)	SEP 1990
52.215-1	Examination of Records by Comptroller General	APR 1984
52.215-2	Audit Negotiation	DEC 1989
52.215-23	Price Reduction for Defective Cost or Pricing Data Modifications	DEC 1991
52.215-25	Subcontractor Cost or Pricing Data Modifications	DEC 1991
52.215-33	Order of Precedence	JAN 1986
52.216-18	Ordering (In the blank in paragraph (a), insert the following: Contract Award. In the second paragraph (a) insert the following: through June 1, 1998 for Hardware and software, and through May 31, 2002 for hardware maintenance, software support, training, data, and Contractor technical services).	APR 1984

<u>FAR NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.216-19	Delivery-Order Limitations (In the blank in paragraph (a), insert the following: \$100.00; in the blank in paragraph (b)(1), insert the following: \$10 million; in the blank in paragraph (b)(2), insert the following: 25 systems; change paragraph (b)(3) to read: A series of orders from any of the ordering offices within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above; in the blank in paragraph (d), insert the following: 10.)	APR 1984
52.216-22	Indefinite Quantity (In the blank in paragraph (d), insert the following: through June 1, 1998 for Hardware and software, and through May 31, 2002 for hardware maintenance, software support, training, data, and Contractor technical services).	APR 1984
52.217-9	Option to Extend the Term of the Contract	MAR 1989
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	FEB 1990
52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plan	JAN 1991
52.219-13	Utilization of Women Owned Small Businesses	AUG 1986
52.219-16	Liquidated Damages Small Business Subcontracting Plan	AUG 1989
52.220-3	Utilization of Labor Surplus Area Concerns	APR 1984
52.220-4	Labor Surplus Area Subcontracting Program	APR 1984
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation	MAR 1986
52.222-20	Walsh Healey Public Contracts Act	APR 1984
52.222-26	Equal Opportunity	APR 1984
52.222-28	Equal Opportunity Pre-award Clearance of Subcontracts	APR 1984
52.222-29	Notification of Visa Denial	APR 1984
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	APR 1984
52.222-36	Affirmative Action for Handicapped Workers	APR 1984
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	JAN 1988
52.223-2	Clean Air and Water	APR 1984
52.223-6	Drug-Free Workplace	JUL 1990
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-11	Restrictions on Certain Foreign Purchases	MAY 1992
52.227-1	Authorization and Consent	APR 1984
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	APR 1984
52.227-3	Patent Indemnity	APR 1984
52.228-5	Insurance - Work on a Government Installation	SEP 1989
52.229-3	Federal, State, and Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed in U.S. Possessions or Puerto Rico	APR 1984
52.229-6	Taxes-Foreign Fixed-Price Contracts	JAN 1991

<u>FAR NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	APR 1989
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JAN 1991
52.232-23	Assignment of Claims	JAN 1986
	Alternate I	APR 1984
52.232-25	Prompt Payment	APR 1989
	(In the blank in paragraph (b)(2), insert "30th calendar day".)	
52.232-28	Electronic Funds Transfer Payment Methods	APR 1989
52.233-1	Disputes	DEC 1991
52.233-3	Protest After Award	AUG 1989
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.242-12	Report of Shipment (REPSHIP)	DEC 1989
52.242-13	Bankruptcy	APR 1991
52.243-1	Changes-Fixed-Price	AUG 1987
52.243-7	Notification of Changes	APR 1984
	(In the blank in paragraph (b), insert 30; in the blank in paragraph (d), insert 30.)	
52.244-1	Subcontracts (Fixed-Price Contracts)	APR 1991
52.244-5	Competition in Subcontracting	APR 1984
52.245-1	Property Record	APR 1984
52.245-2	Government Property (Fixed-Price Contracts)	DEC 1989
52.248-1	Value Engineering	MAR 1989
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 1984
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

<u>DFARS NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
252.203-7000	Statutory Prohibition on Compensation to Former Department of Defense Employees	DEC 1991
252.203-7001	Special Prohibition on Employment	DEC 1991
252.203-7002	Display of DOD Hotline Poster	DEC 1991
252.204-7002	Payment for Subline Items Not Separately Priced	DEC 1991
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisitions from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty	DEC 1991
252.215-7000	Pricing Adjustment	DEC 1991
252.215-7001	Availability of Contractor Records	DEC 1991
252.219-7003	Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts)	DEC 1991
252.219-7005	Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions (in the blank in paragraph (b) insert: N/A).	DEC 1991

<u>DFARS NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
252.222-7000	Restrictions on Employment of Personnel (In the blank, insert the following: Alaska, Hawaii)	DEC 1991
252.223-7004	Drug-Free Work Force	DEC 1991
252.225-7001	Buy American Act and Balance of Payments Program	DEC 1991
252.225-7002	Qualifying Country Sources as Subcontractors	DEC 1991
252.225-7005	Identification of Expenditures in the United States	DEC 1991
252.225-7007	Trade Agreements Act	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country End Products and Supplies	DEC 1991
252.227-7013	Rights in Technical Data and Computer Software	OCT 1988
252.227-7018	Restrictive Markings on Technical Data	OCT 1988
252.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7029	Identification of Technical Data	APR 1988
252.227-7030	Technical Data Withholding of Payment	OCT 1988
252.227-7031	Data Requirements	OCT 1988
252.227-7036	Certification of Technical Data Conformity	MAY 1987
252.227-7037	Validation of Restrictive Markings on Technical Data	APR 1988
252.231-7000	Supplemental Cost Principles	DEC 1991
252.233-7000	Certification of Claims and Requests for Adjustment or Relief	DEC 1991
252.239-7016	Telecommunications Security Equipment, Devices, Techniques and Services	DEC 1991
252.243-7000	Engineering Change Proposals	DEC 1991
252.246-7001	Warranty of Data	DEC 1991

<u>FIRMR NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
201-39.5202-4	Evaluation of Options--FIP Resources	OCT 90
201-39.5202-5	Privacy or Security Safeguards	OCT 90
201-39.5202-6	Warranty Exclusions and Limitation of Damages	OCT 90

I2 52.203-9 Requirement for Certificate of Procurement Integrity--Modification (NOV 1990).

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

(1) I, (Name of certifier) am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement F19630-90-R-0001.

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of knowledge and belief, each officer, employee, agent, representative, and consultant of (Name of Offeror) who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation off subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate Procurement Integrity Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS)

[Signature of the officer or employee responsible for the modification proposal and date]

[Typed name of the officer or employee responsible for the modification proposal]

*Subsections 27(a), (b), and (d) are effective on December 1, 1990.

Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a on time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

I3 52.252-2 Clauses Incorporated by Reference (JUN 1988).

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available.

I4 52.252-6 Authorized Deviations in Clauses (APR 1984).

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I5 252.225-7008 Supplies to be Accorded Duty-Free Entry (DEC 1991).

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry: _____
_____.

I6 252.247-7023 Transportation of Supplies by Sea (DEC 1991) DOD FAR Supplement.

(a) Definitions.

As used in this clause:

(1) "Components" means articles, material, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DOD) means the Army, Navy, Air Force, Marine Corps, and Defense Agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.--flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, material man, distributor or vendor at any level below the prime Contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is readily identifiable for eventual use by or owned by the DOD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DOD if, for example, the contract documentation contains a reference to a DoD contract number, or a military destination.

(ii) "Supplies" includes (but is not limited to) public works, buildings and facilities, ships, floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools, material, equipment, stores of all kinds; end items, construction materials and the components of the foregoing.

(7) "U.S. --flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least (45) days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. The request shall contain at a minimum:

- (1) Type, weight, and cube of cargo
- (2) Required shipping date.
- (3) Special handling and discharge requirements.
- (4) Loading and discharge points.
- (5) Name of shipper and consignee.
- (6) Prime contract number.
- (7) A documented description of efforts made to secure U.S. flag vessels, including point of contact (with names and telephone numbers) with at least two (2) U.S. flag carriers contacted. Copies of telephone notes, telegraphic and facsimile messages or letters will be sufficient for this purpose.

(d) The Contractor shall, within (30) days after each shipment covered by clause, provide the Contracting Officer and the Division of National Cargo, Center of Marker Development, Maritime Administration, U. S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel rating carrier's ocean-bill-of-lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of Vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;

- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U. S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract presentation that to the best of its knowledge and belief:

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only United States –flag vessels were used for all ocean shipments under the contract.
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non- U. S. –flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S. -flag vessels without the written consent of the Contracting Officer. The contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
---------------------	------------------------	----------

Total

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for purposes of the clause of the contract entitled Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S. –flag vessels in performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in subcontracts under this contract, which exceeds the small purchase limitation of \$13,000 of the Federal Acquisition Regulation.

252.247-7024 Notification of Transportation of Supplies by Sea (DEC 1991)
D FAR Supplement.

- (a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea

clause of this contract, will be transported by sea, the Contractor—

- (1) Shall notify the Contracting Officer of that fact, and
 - (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.
- (b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder.

2.204-9000 Notification of Government Security Activity (SEP 1985) AF FAR Sup.

thirty days before the date Contractor operations will begin on base, the Contractor shall notify the security policy activity shown in the distribution block of the DD Form 254, DoD Contract Classification Specification, as to—

- (a) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (b) The contract number and military contracting command;
- (c) The highest classification category of defense information to which Contractor employees will have access;
- (d) The Air Force installations in the U. S. (in overseas areas identify only the APO number (s) where the contract work will be performed;
- (e) The date Contractor operations will begin on base in the U. S. or in the overseas area;
- (f) The estimated completion date of operations on base in the U. S. or in the overseas area; and
- (g) Any changes to information previously provided under this clause.

is requirement is in addition to visit request procedures contained in DOD 5220.22M, Industrial Security Manual, paragraph 37d.

2.204-9001 Visitor Group Security Agreements (MAY 1989) AF FAR Sup.

Prior to beginning operations involving classified information on an installation identified on DD Form 254 where the Contractor does not require a facility security clearance, the Contractor shall enter into a security agreement (or understanding) with the installation commander to ensure that its security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions which will be performed—

- (a) By the installation for the Contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DoD 5220.22-M, paragraph 5ag, classified mail services, security badges, visitor control and investigating security incidents; and
- (b) Jointly by the Contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

2.223-9004 Safety and Accident Prevention (APR 1984) AF FAR Sup.

- (a) In performing work under this contract on a Government installation, the Contractor shall—
- (1) conform to the specific safety requirements established by this contract;
 - (2) comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract;
 - (3) take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
 - (4) take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.
- (b) If this contract is performed on an Air Force installation, the Air Force Occupational Safety and Health Standards (AFOSH) developed in accordance with AFR 127-12, in effect on the date of this contract, apply. If contract performance is on other than an Air Force installation, the Contractor shall comply with the safety rules of that Government installation, in effect on the date of this contract.
- (c) The Contracting Officer may, by written order, direct additional AFOSH and safety and accident standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.
- (d) Any violation of these safety rules and requirements, unless promptly corrected as directed by the Contracting Officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.